



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 166] CHANDIGARH, TUESDAY, DECEMBER 28, 2021 (PAUSA 06, 1943 SAKA)

STATE ELECTION COMMISSION, U.T., CHANDIGARH

Notification

The 27th December, 2021

No. 6/1/MCCE/SEC/CHD/18/2021/1138.—In pursuance of the provisions of Section 17 of the Punjab Municipal Corporation Act, 1976, as extended to the Union Territory, Chandigarh by the Punjab Municipal Corporation Law (Extension to Chandigarh) Act, 1994, I, S.K. Srivastava, State Election Commissioner, Union Territory, Chandigarh, hereby notify the result of the general election to the Municipal Corporation of Chandigarh, held on 24.12.2021, showing the names of elected Councillors with their party affiliation in respect of all the 35 wards as given below :—

Ward. No.	Status of Ward	Name & Address of the elected Councillor	Party affiliation
1.	Women	Jaswinder Kaur, H. No. 91, Village Kaimbwala, Chandigarh.	Aam Aadmi Party
2.	General	Maheshinder Singh Sidhu, H. No. 1067, Sector -8, Chandigarh.	Bharatiya Janata Party
3.	General	Dalip Sharma, H. No. 360, Bapudham Colony, Phase 1, Sector 26, Chandigarh.	Bharatiya Janata Party
4.	Women	Suman Devi, H. No. 77/3, Subhash Nagar, Manimajra, Chandigarh.	Aam Aadmi Party
5.	Women	Darshana, H. No. 434/10, Dera Sahib, Manimajra, Chandigarh.	Indian National Congress
6.	Women	Sarbjit Kaur, H. No. 1119/2, Gobindpura, Manimajra, Chandigarh.	Bharatiya Janata Party
	Scheduled Caste	Manoj Kumar H. No. 3450M, Mauli Jagran Complex, Chandigarh.	Bharatiya Janata Party

Signature Not Verified
Digitally signed by
Jalinder Kumar
Date: 2021.12.28
16:29:21 IST
Reason: Public Key
Location:

(2331)

This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>

Ward. No.	Status of Ward	Name & Address of the elected Councillor	Party affiliation
8.	General	Harjeet Singh, H. No. 416, Village Mauli Jagran, Chandigarh.	Bharatiya Janata Party
9.	Women	Bimla Dubey H. No. 2703, Vikas Nagar, Mauli Jagran, Chandigarh.	Bharatiya Janata Party
10.	Women	Harpreet Kaur Babla, H. No. 41, Sector 27-A, Chandigarh.	Indian National Congress
11.	General	Anup Gupta, H. No. 41, Sector 28-A, Chandigarh.	Bharatiya Janata Party
12.	General	Saurabh Joshi, H. No. 3276, Sector 15-D, Chandigarh.	Bharatiya Janata Party
13.	General	Sachin Galav, H. No. 251-B, Village Maloya, Chandigarh.	Indian National Congress
14.	General	Kuljeet Singh Sandhu, H. No.180-C, Village Dhanas, Chandigarh.	Bharatiya Janata Party
15.	General	Ram Chander Yadav, H. No. 1035-A, Small Flats Dhanas, Chandigarh.	Aam Aadmi Party
16.	Scheduled Caste (Women)	Poonam, H. No. 2597, Sector 25-D, Chandigarh.	Aam Aadmi Party
17.	General	Daman Preet Singh, H. No. 2604, Sector 22-C, Chandigarh.	Aam Aadmi Party
18.	Women	Taruna Mehta, H. No. 1A, Sector 30-B, Chandigarh.	Aam Aadmi Party
19.	Scheduled Caste (Women)	Neha, H. No. 1283, Phase 2, Ramdarbar Colony, Chandigarh.	Aam Aadmi Party
20.	General	Gurcharanjit Singh, H. No. 223, Village & PO Hallomajra, Chandigarh.	Indian National Congress

Ward. No.	Status of Ward	Name & Address of the elected Councillor	Party affiliation
21.	General	Jasbir Singh, H. No. 135, Village Faidan Nizampur, Chandigarh.	Aam Aadmi Party
22.	Women	Anju Katyal H. No. 371, Sector 32-A, Chandigarh.	Aam Aadmi Party
23.	Women	Prem Lata H. No. 3254, Sector 35-D, Chandigarh.	Aam Aadmi Party
24.	Scheduled Caste	Jasbir Singh, H. No. 27, Village Attawa, Sector 42, Chandigarh.	Indian National Congress
25.	General	Yogesh Dhingra, H. No. 1044/2, Sector 38-B, Chandigarh.	Aam Aadmi Party
26.	Scheduled Caste	Kuldeep Kumar, H. No. 2064, Daddu Majra Colony, Site and Service Complex, Chandigarh.	Aam Aadmi Party
27.	General	Gurbax Rawat, H. No. 2777, Sector 40-C, Chandigarh.	Indian National Congress
28.	Scheduled Caste (Women)	Nirmla Devi, H. No. 4955, Maloya Colony, Chandigarh.	Indian National Congress
29.	General	Manaur, H. No. 2590, Ambedkar Awas Yojna, Palsora, Sector 56, Chandigarh.	Aam Aadmi Party
30.	General	Hardeep Singh, H. No. 111, Village Buterla, Sector 41-B, Chandigarh.	Shiromani Akali Dal
31.	Scheduled Caste	Lakhsbir Singh, H. No. 287, Village Kajheri, Chandigarh.	Aam Aadmi Party
32.	General	Jasmanpreet Singh, H. No. 2278, Sector 44-C, Chandigarh.	Bharatiya Janata Party

Ward. No.	Status of Ward	Name & Address of the elected Councillor	Party affiliation
33.	General	Kanwarjeet Singh, H. No. 953, Village Burail, Chandigarh.	Bharatiya Janata Party
34.	General	Gurpreet Singh H. No. 2015/1, Sector 45 C, Chandigarh.	Indian National Congress
35.	General	Rajinder Kumar Sharma H. No. 2417, Telehos Society (BSNL), Sector 50 C, Chandigarh.	Bharatiya Janata Party

(Sd.) . . . ,
(S.K. SRIVASTAVA),
State Election Commissioner,
U.T., Chandigarh.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 15th December, 2021

No. 13/1/9814-HII(2)-2021/14766.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 99/2018, dated 08.11.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VIJAY LAXMI, AGED 36 YEARS, D/O SHRI MOHAN LAL, R/O HOUSE NO. 2084, SECTOR 24-C, CHANDIGARH. (Workman)

AND

REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that she was appointed as Clerk through a process of recruitment after fulfilling the eligibility criteria and joined with the management on 02.11.2011 on daily wages at DC rates for 89 days. Thereafter, from time to time, services of the workman were extended by the management. She had put her continuous regular service of more than 240 days in a calendar year from the date of retrenchment. The management orally terminated the services of the workman on 13.06.2013 without any show cause notice, charge sheet, inquiry, without notice pay and without any retrenchment compensation. At the time of retrenchment, the workman was drawing ₹7,980/- per month. After her illegal termination, the management had appointed new hands. Juniors to the workman are still in service with the management. The management had not complied with the provisions of Section 25-F & 25-N of the ID Act. The work & conduct of the workman during the course of her employment remained satisfactory and no show cause notice, no inquiry or charge sheet was ever issued or initiated during her employment or after illegal termination of services. The workman is unemployed since her termination and has no source of livelihood. After illegal termination of service, she issued demand notice dated 07.02.2014 demanding her reinstatement with continuity of service and full back wages but the management did not accede to the request of the workman. In pursuance to the demand notice, the conciliation proceedings before the Conciliation Officer-cum-Assistant Labour Commissioner, Chandigarh stand failed. Due unawareness of procedure, the representative of the workman filed CWP No.7207 of 2014 before the Hon'ble Punjab & Haryana High Court, Chandigarh against illegal termination but the same was withdrawn by the workman with the liberty *vide* order dated 26.03.2018. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman had not come to this Tribunal and Hon'ble Punjab & Haryana High Court with clean hands as she has concealed that she had appeared under Roll No.8320141848 in the exam for appointment as daily wage held on 08.03.2014 and in the next exam under Roll No.152215 held in the year 2015. She had availed the opportunity of getting but was unsuccessful. CWP No.7207 of 2014 was withdrawn by the workman as she was well aware that a similar issue / petition / claim by her senior workman i.e. Ms. Shallu Devi and others has already been dismissed on merits by the Hon'ble Punjab & Haryana High Court. The workman was appointed as Clerk in the Panjab University, Chandigarh on daily wage basis against the Advertisement

No.19/2020 and joined on 02.11.2011. The detailed terms & conditions specifically mentioned that the assignment shall automatically come to an end on the expiry of the contract period or on completion of the seasonal examination/other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or reemployment or regularization. In view of the terms & conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms & conditions of the advertisement and also of the appointment orders. She was relieved from service on 28.02.2013 after the selection of regular 308 Clerks appointed in response to Advertisement No.14/2008. As the annual examinations were scheduled to take place in April 2013 and in order to cope up with the seasonal examination work of 2013, the workman was again engaged from 18.04.2013 to 13.06.2013 and she was relieved on 13.06.2013 on completion of term. According to the university office practice the waiting list for engaging persons to any post lapses after the expiry of six months. On this account, the waiting list of daily wage Clerks of the year 2011 were scrapped. Consequently an Advertisement No.2 of 2014 was issued for the appointment of daily wage Clerks and in pursuance of the same, the workman applied for being appointed as Clerk on contractual basis vide roll No.8320141848 but she did not qualify. In January 2015, the university issued another advertisement for filling up posts of Clerks on contractual basis. The workman applied for the same and appeared under Roll No.152215 but she was not appointed as she did not come in the merit list. The batch of daily wage Clerks appointed in the year 2015 was also relieved after the completion of the seasonal work. On merits, it is pleaded that the workman was appointed for a period of 89 days and her services were extended from time to time for 89 days with one day break on completion of her terms of appointment. The workman was relieved on 13.06.2013 on completion of term of period of extension given to her. The management had not committed any irregularity by passing the relieving orders of the workman since the assignment as daily wage Clerk on contractual basis automatically ends on the expiry of contract period or completion of the seasonal examination work, whichever is earlier, as already mentioned in the advertisement circulated vide No.24711-860/Estt. Dated 03.12.2010. The advertisement clearly stated that the daily wage Clerks are not entitled to retrenchment compensation or to any claim of continuity of service or reemployment. The regular appointments of Clerks were made in response to Advertisement No.14/2008 in the year 2013. Thereafter, daily wage Clerks were relieved. The provisions of the ID Act are complied by the university management in its letter and spirit. Since the workman was relieved on completion of her term of appointment so no action was required to be taken on demand notice. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Replication not intended to be filed by the workman. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Ms. Ajit Pal Kaur - Junior Assistant as MW1. Learned representative for the management closed the evidence.

6. I have heard the learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE No. 1 :

7. In order to prove this issue learned representative for the workman has examined the workman as AW1, who deposed that the management advertised the post of daily wage Clerk on DC rates on contract

basis through advertisement dated 03.12.2010 which is Mark 'A'. She applied for the post of Clerk in pursuance to the advertisement and joined the services on 02.11.2011 as daily wage Clerk for 89 days as per norms & procedure. She further deposed that her services were extended from time to time and she had put her continuous regular service of more than 240 days in a calendar year. The management had terminated the services of herself on 13.06.2013 without any show cause notice, without any charge sheet, without inquiry and without any retrenchment compensation. At the time of retrenchment, she was drawing ₹7,980/- per month on DC rates. Work & conduct of herself was satisfactory. The certificate duly issued by the management Exhibit 'AW1/1' & 'AW1/2'. After the termination the management engaged and joined new hands. Juniors to herself are still in service with the management and the list of juniors still working with the management is Mark 'B' to 'H'. She further deposed that the management had not complied with the mandatory provisions of Section 25-F of the ID Act. She issued demand notice dated 07.02.2014. Copy of demand notice and postal receipt is Exhibit 'AW1/3' & 'AW1/4'. The conciliation proceedings initiated by the Conciliation Officer but the same stand failed, copy of which is Exhibit 'AW1/5' and she also filed CWP No.7207 of 2014 which was withdrawn with the liberty to resort to the remedy as admissible in law *vide* order dated 26.03.2018, copy of which is Exhibit 'AW1/6'.

8. Learned representative for the workman has argued that the workman joined the services on 02.11.2011 as daily wage Clerk for 89 days and her services were extended from time to time and she had completed service of more than 240 days in a calendar year. Her services remained satisfactory and the certificate Exhibit 'AW1/1' & 'AW1/2' duly issued by the management. Learned representative for the workman vehemently argued that juniors to the workman are still working with the management and the workman had brought on record list of juniors working with the management as Mark 'B' to 'H'. The workman was illegally terminated then she raised the demand notice Exhibit 'AW1/3'. The conciliation proceedings initiated by the Conciliation Officer failed *vide* order dated 23.04.2014, copy of which is Exhibit 'AW1/5'. He further argued that he was unaware of procedural law therefore approached the Hon'ble High Court through CWP No.7207 of 2014, later on, which was withdrawn by the workman with liberty to resort to the remedy as admissible in law *vide* order dated 26.03.2018. Copy of the same is Exhibit 'AW1/6'. Hence it is proved that the services of the workman were illegally terminated by the management. She is entitled for relief as prayed for. Learned representative for the workman relied upon citations *Bhikku Ram Versus The Presiding Officer, 1998(1) RSJ 703 (P&H)(DB); The Faridabad Central Co-Op. Bank Limited, Faridabad Versus The Presiding Officer, Labour Court (II), Faridabad, 2000(1) SCT 205 (P&H)(DB); State of Punjab Versus Kuldeep Kaur, 2001(4) SCT 884 (P&H); Haryana State Cooperative Land Development Bank Ltd. Versus Presiding Officer, Labour Court, Rohtak, 2001(3) SCT 799 (P&H); The Haryana State Cooperative Land Development Bank Ltd. Versus The Presiding Officer, Labour Court, Rohtak & Another, 2004(1) SCT 174; Director, Health & Family Welfare Punjab, Chandigarh & Others Versus Baljinder Singh & Another, 2006(2) SCT 105 (P&H)(DB); Senior Medical Officer, Incharge, Primary Health Centre, Dudhan Sadhan, Patiala Versus Sukhwinder Singh & Another, 2007(2) SCT 112 (P&H)(DB); Ramesh Kumar Versus State of Haryana, 2010(2) SCC 543; Harjinder Singh Versus Punjab State Warehousing Corporation, 2010(3) SCC 192; Anoop Sharma Versus Executive Engineer Public Health, Division No.1, Panipat (Haryana), 2010(3) SCC 497; Damyanti Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat & Another, 2012(4) SCT 506 (P&H); Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited, 2014(11) SCC 85 and Jasmer Singh Versus State of Haryana & Another, 2015(2) SCC (L&S) 46* and prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for the management examined Ms. Ajit Pal Kaur - Junior Assistant, Panjab University as MW1, who deposed that the Panjab University *vide* advertisement No.19/2010 called applications for appointments of Clerks on daily wage basis for seasonal examination on DC rates for fixed period, copy of the same is Exhibit 'MW1/1'. The workman accepted the terms & conditions stipulated in the advertisement, which is substantiated by the verification / undertaking given by each candidate in the application form. The model application form, wherein verification / undertaking was given, is Exhibit 'MW1/2'. After following the due process the concerned applicants were offered appointment letters and it has been clearly mentioned in the appointment letter that the assignment as daily wage Clerk on contractual basis shall automatically come to an end on the expiry of contract period or completion of seasonal examination work, whichever is earlier and if the aforesaid offer, subject to terms & conditions **mentioned is acceptable, may report for duty within seven days, failing which it shall be presumed that not interest in this assignment**, copy of appointment letter is Exhibit 'MW1/3'. She further deposed that the candidates who submitted their joining were known to the conditions and which was acceptable to them. The workman also agreed and accepted to various terms & conditions of advertisement No.19/2010 submitted her joining without any objection. She further deposed that the workman was relieved in accordance with the terms & conditions of the advertisement and appointment letter on 28.02.2013 and after selection of regular 308 Clerk appointed in response to advertisement No.14/2008. The annual examination were scheduled to take place in April 2013, the workman was again engaged in April 2013 and was relieved on 13.06.2013 as per terms of the appointment letter i.e. on completion of seasonal examination work / term. According to the university office practice the awaiting list of engaging persons to any post lapses after expiry of six months so waiting list of daily wage Clerks of the year 2011 were scrapped. She further deposed that the advertisement No.2 of 2014 was issued for the appointment of daily wage Clerks and the workman also applied for being appointed as daily wage Clerk on contractual basis under Roll No.8320141848, which is Exhibit 'MW1/4', and also appeared but she did not qualify as she secured low marks i.e. 12.75 out of 100 marks, copy of which is Exhibit 'MW1/5'. In January 2015, the university issued another advertisement No.1/2015 for filling up the post of daily wage Clerk on contractual basis and the workman applied for the same and appeared under Roll No.152215, copy of which is Exhibit 'MW1/6'. The workman secured low marks i.e. 9 out of 100 marks, copy of which is Exhibit 'MW1/7'. Hence, the workman is concealing the material facts from this Tribunal. The workman withdraw CWP No.7207 of 2014 on 26.03.2018 as she was aware of that similar situated workers i.e. her batchmate / senior workman namely Ms. Shalu Devi W/o Shri Baldev, Ms. Bandana D/o Shri Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar also filed CWP No.2065 of 2015 which has been decided on merits by the Hon'ble Punjab & Haryana High Court *vide* order dated 01.05.2015, copy of the same is Exhibit 'MW1/8'. So there is no merit in the present case and the same be dismissed.

10. Learned representative for the management has argued that the workman has not come to the court with clean hands. Firstly she has concealed that she had already appeared in the examination held on 08.03.2014 for appointment as daily wage Clerk and was unsuccessful and thereafter in the year he again appeared in the examination of daily wage Clerk and was again unsuccessful. He further argued that the workman withdrawn CWP filed by her as she was aware of that a similar issue has been dismissed by the Hon'ble Punjab & Haryana High Court *vide* order dated 01.05.2015. Learned representative for the management referred the relevant extract of judgment 01.05.2015 in CWP No.2065 of 2015 and he also referred to terms & conditions of advertisement which is bound to the workman and it has been argued that after following due process the workman was offered appointment letter and the workman agreed the terms & conditions and in compliance of terms & conditions the workman had given her joining. She was again called as annual examination were declared to take place in April 2013 and she was relieved on 13.06.2013 as per terms of appointment letter hence there is no termination and the workman is not entitled for retrenchment compensation. He prayed for deciding this issue against the workman.

11. After giving my careful consideration to the rival contentions of both the sides, I find that admittedly the workman joined the services of the management on 02.11.2011 as daily wage Clerk for 89 days as per the norms & procedure laid down for making appointment and services of the workman was extended from time to time. Only bone of contention between the parties is whether the management illegally terminated the services of the workman or not. As per averments of the workman, the management had terminated the services of the workman on 13.06.2013 without any show cause notice, charge sheet, inquiry and without any retrenchment compensation. But as per averments of the management the workman herself concealed the material facts and there is no termination and the workman was not illegally terminated and she is not entitled for retrenchment compensation. As per Exhibit 'MW1/1' the university *vide* advertisement No.19/2010 circulated *vide* circular No.24711-860/Estt. Dated 03.12.2010 called applications for appointment of Clerks on daily wage basis for seasonal examination and other work on fixed DC rates, in which it is stipulated that the eligible / suitable persons will be engaged for a fixed period as daily wage basis Clerk on contract basis for the fixed period at the rate ₹6,100/- per month fixed for six working days in a week and the said assignment shall automatically come to an end on expiry of the aforesaid contract period or completion of the seasonal examination and other office work whichever is earlier, without any obligation of notice. The services as daily wage basis Clerk shall not entitle to either retrenchment compensation or to any claim for continuity in service or re-employment or regularization.

12. Further it is crystal clear that **the workman accepted the terms & conditions stipulated in the advertisement through verification and undertaking given by her in the application.** In this way after following the due process the workman was offered appointment letter and there was specific condition in appointment letter that her assignment as daily wagger Clerk on contractual basis shall automatically come to an end on the expiry of the contract period or completion of the seasonal examination work, whichever is earlier, without any obligation of notice and she shall not be entitled to either retrenchment compensation or to any claim for continuity in service or re-employment or regularization.

13. In view of the aforesaid discussion it is crystal clear that the workman had agreed to the terms & conditions of the appointment and accepted the various terms of advertisement No.19/2010 without any objection. Hence, the workman was relieved accordingly with the terms & conditions of advertisement / appointment letter on 28.02.2013 after the selection of regular 308 Clerks appointed in response to advertisement No.14/2008. As the annual examination were scheduled to take place in April 2013 and in order to cope up with the seasonal examination work the workman was again engaged in April 2013 and relieved on 13.06.2013 as per terms of the appointment letter i.e. after completion of seasonal examination work / term, whichever is earlier, without any obligation of notice.

14. Further arguments of learned representative for the management that the workman concealed the material facts from the Court also inspire confidence as the workman nowhere mentioned in her pleadings she had appeared in written examination for appointment as daily wage Clerk in the year 2014 and 2015. Further the workman had withdrawn CWP No.7091 of 2014 on 26.03.2018. A similar writ petition bearing No.2065 of 2015 filed by the co-worker has already been dismissed by vide order dated 01.05.2015 Exhibit 'MW1/8'. Relevant extract of judgment 01.05.2015 of the Hon'ble Punjab & Haryana High Court as under :—

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum

period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University. Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

Hence, similar issued has already been dismissed by the Hon'ble Punjab & Haryana High Court so the workman cannot take benefits from this Court. Further according to the university's office practice the waiting list for engaging persons to any post lapses after the expiry of six months. On this account, the atrialng list of daily wage Clerks of the year 2011 were scrapped. Consequently an advertisement No.2 of 2014 was issued for the appointment of daily wage Clerks. In pursuance to an advertisement No.2 of 2014, the workman also applied for being appointed as daily wage Clerk on contractual basis under Roll No.8320141848 Exhibit 'MW1/4' and also appeared but she did not qualify as she striald very law mark i.e. 12.75 out of 100 marks Exhibit 'MW1/5'. Further in January 2015, the university issued another advertisement *vide* advertisement No.1/2015 for filing up posts of daily wage Clerks on contractual basis. The workman applied for the same and appeared under Roll No. 152215 Exhibit 'MW1/6' but did not qualify the same as she secured low marks i.e. 9 marks out of 100 marks Exhibit 'MW1/7'. The batch of daily wage Clerks appointed in the year 2015 was also relieved after the completion of the seasonal work.

15. The citations referred by the workman are not applicable in the present being distinguishable on facts as similar issue has already been decided by the Hon'ble High Court in CWP No.2065 of 2015.

16. In view of the aforesaid discussion, I am of the view that the management has been able to prove this fact on file that the workman was not terminated illegally rather the workman was bound by the terms & conditions of the appointment letter and accordingly she was relieved from the service. This issue is decided against the workman and in favour of the management.

RELIEF :

17. In the light of findings on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

The 8th November, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 01st December, 2021

No. 13/1/9812-HII(2)-2021/14043-A.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 86/2017, dated 04.10.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KULVIR SINGH S/O SHRI BALJINDER SINGH, R/O HOUSE NO. 47, SECTOR 23-A,
CHANDIGARH. (Workman)

AND

1. DIRECTOR, SPORTS DEPARTMENT, UT, HOCKEY STADIUM, SECTOR 42, CHANDIGARH.
2. GOOD HOUSE KEEPING CONTRACTOR, WZ-519, RAJ NAGAR-1, PALAM COLONY, NEW DELHI THROUGH ITS AUTHORISED SIGNATORY.
3. ASMI INDUSTRIES, INDUSTRIAL PLOT NO.707-A, INDUSTRIAL AREA, PHASE II, CHANDIGARH THROUGH HOUSE KEEPING CONTRACTOR.
4. GUARDIAN SECURITY & PLACEMENT SERVICES THROUGH ITS AUTHORISED SIGNATORY, SCO NO.114, FIRST FLOOR, SECTOR 47-C, CHANDIGARH. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was engaged by management No.1 through management No.2 initially as Supervisor on 04.04.2014 on DC rates and remained in service through M/s Good House Keeping Contractor upto 21.11.2015. As per DC rates for the year 2014-15, the wages of the Supervisor was ₹16,893/- per month but management No.1 & 2 paid only ₹11,631/- initially and thereafter ₹13,568/- with effect from June 2014 and thereafter ₹14,570/- with effect from September 2014, after deduction of statutory EPF and ESI. Minimum requirement for appointment of supervisor is Graduation from recognize university and require age is 18-25 years, as per Sports Department Recruitment Rules, 2009. The workman is MA and he is sportsman and won silver medal in All India Interuniversity Championship session 2006-07 as well as player of hand ball and won prizes in Chandigarh Handball Championship organized by Chandigarh Handball Association during the sessions 2009-10, 2010-11, 2011-12. The State as well as Central Government are giving benefits to the sportsman to uplift the sportsman whereas the Sports Department, Union Territory Chandigarh itself degrading the sportsman in the sports department. The DC rates was revised for the financial year 2015-16 and wages of the workman was fixed as ₹19,089/- per month but the workman was paid ₹14,570/- by management No.1 & 2 upto 21.11.2015, as the contract of management No.2 had expired on 21.11.2015 and thereafter management No.1 had given the contract of outsourcing to management No.3 with effect from 22.11.2015 till 10.12.2016. The DC rates were revised with effect from April 2016 and wages of the workman was fixed ₹22,195/- and management No.1 & 3 had only paid ₹16,798/- per month. Management No.1 gave the contract to M/s Guardian Security & Placement Services with effect from 11.12.2016 to December 2017, however, the workman remained in services of the principal employer i.e. management No.1 with effect from 10.12.2016 to 31.12.2016 and his wages for the said period was paid by management No.1. Services of the workman was terminated by management No.1 & 4 vide verbal order dated 01.01.2017. The contractors of

outsourcing No.2 to 4 are being changed by management No.1 but the workman remained the same with the change contractors so management No.4 have no right to recruit fresh workman Shri Manjeet Singh in place of the workman from 01.01.2017. Junior to the workman has been retained in service whereas the services of the workman has been illegally terminated *vide* verbal order on 01.01.2017 by management No.1. The management had violated the provisions of Section 25-G, 25-H & 25-F of the ID Act. Before illegally terminating the services of the workman, no notice, charge sheet have ever been served upon him and no inquiry has been conducted against the workman. Neither the principal employer i.e. management No.1 is registered with the Labour Department for outsourcing the services nor the contractor-management No.2 to 4 has obtained licence for engaging the outsource labour from the Labour Department, Union Territory Chandigarh in violation of provisions of Abolition of Contract Labour Act. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages and all other consequential benefits from time to time.

3. Management No.1 contested the case of the workman and filed written statement that no person was engaged by the Sports Department. The answering management had awarded the tender to M/s Good Housekeeping (Service Provider) for providing the services of maintenance supervisor. The Sports Department make all the payment as per DC rates as per bill submitted by the service provider. The answering management awarded the contract for outsourcing of manpower to management No.4 on 10.12.2017 and no wages are paid by answering management to the workman. Shri Manjeet Singh was engaged by management No.4. Other averments of the case of the workman were denied and ultimately, it is prayed that claim of the workman be dismissed.

4. Upon notice management No.2 and 3 appeared through their representative and thereafter none appeared on behalf of them as such management No.2 & 3 were proceeded against *ex parte*.

5. Management No.4 contested the case of the workman and filed written statement that since Shri Kulvir Singh has never been in the employment of management No.4 so question of his appointment or termination by answering management does not arise. Ultimately, it is prayed that claim of the workman be dismissed.

6. The workman filed replications reiterating the averments of his case and denied the averments made in written statements. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether there is no employer-employee relationship between management No.1 & 4 and workman ? OPM-1 & 4
2. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
3. Relief.

7. In support of the case, the workman placed on record his affidavit on 04.07.2018 thereafter the case remained pending for tendering the affidavit of the workman and cross-examination. On 26.08.2021 learned representative for the workman made the statement that due to COVID-19 situation he has no contact with the workman. Thereafter notice to the workman was issued but service of the workman was incomplete as he was not residing at the given address, upon which notice to learned representative for the workman was issued. But none has appeared on behalf of the workman as such the present industrial dispute is dismissed in default for want of prosecution. Appropriate Government be informed. File be consigned to the record room.

The 7th October, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 15th December, 2021

No. 13/1/9813-HII(2)-2021/14764.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 58/2018 dated 13.10.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

THAKUR SINGH S/O LATE SHRI UDAY SINGH BISHT, R/O HOUSE NO. 399, PIPLI WALA TOWN, MANIMAJRA, UNION TERRITORY CHANDIGARH. (Workman)

AND

JOSHI AUTOWHEELS PRIVATE LIMITED, PLOT NO.16, INDUSTRIAL AREA, PHASE-I, CHANDIGARH. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he joined the services on 02.11.2015 in Body Shop at Plot No.33, Industrial Area, Phase - I, Chandigarh and remained posted in Bodyshop till 30th June 2016. He was drawing consolidated monthly salary along with incentives and always worked to the entire satisfaction of his superiors and never given a chance of complaint to them. On 30.06.2016 the Managing Director told him that he need not to come from tomorrow without assigning any reason for the same and without giving him any prior notice. The management had also issued 'No Due Certificate' to the workman. The management had also delayed the salary of the workman for the month of June, 2016 which was given on 11.07.2016. But the incentive from the month of March, 2016 to June 2016 till date not paid by the management. The management is also not signing the PF form of the workman. Termination of the workman by the management is totally illegal, malafide, arbitrary, null and void and in gross violation of the statutory provisions of the ID Act and is also against the principles of natural justice, equity and good conscience on the ground that the act of the terminating the services of the workman are cryptic. The workman was not supplied with the copies of documents relied upon, which was materially caused prejudice to the workman. No notice or retrenchment compensation under Section 25-F of the ID Act was given to the workman. No preference is given to the workman at the time of termination. No opportunity of defence was afforded by the management. Other persons have been kept against the posts of the workman so verbal order of termination is violative of Section 25-H of the ID Act. No proper and valid inquiry was ever held against the workman. The principle of 'first come last go' has been violated. The management had again victimized the workman. Ultimately, it is prayed that order of dismissal dated 01.07.2016 be set aside and the workman be reinstated into service with all service benefits including full back wages and continuity of service from the date of his illegal termination.

3. The management contested the case of the workman and filed written statement that the workman had joined the services as Manager Bodyshop on 02.11.2015. The responsibility of the Manager Bodyshop is to check and prepare the estimate of accidental vehicles / cars as per norms & terms laid down by each insurance company. The workman was drawing gross salary of ₹22,897/- per month. The workman had concealed the material facts regarding his negligence in preparing wrong estimates beyond the rules and norms of insurance companies during his tenure with the management. The workman himself had abandoned the work and never reported for duty after 30th June 2016. After 30th June 2016 the workman had neither informed the dealership nor sent any written intimation for his absence. The workman had visited the office of the employer on 11.07.2016 and asked the HR Department to issue 'No Due Certificate'. On request of the workman the HR Department has issued 'No Due Certificate' dated 19.07.2016. The

services of the workman were never terminated by the answering management. The salary for the month of June 2016 was never delayed by the answering management. On request of the workman, the salary along with no due certificate was issued on 19.07.2016 and a cheque of ₹21,000/- and balance amount of ₹570/- in cash was duly received by the workman. The workman never submitted the PF form for verification of the particulars by the employers. Due to the work experience rendered in the dealership of the workman got another job at a Maruti Authorised Service Station in the name of M/s Sethi Motors, Industrial Area, Phase 7, Mohali and thereafter in the January 2007 at M/s Krishna Automobiles, Multi Brand Workshop, JLPL, Industrial Area, Sector 82, Mohali. Further he has also become an Insurance Agent of Tata AIG in August 2016. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by my learned Predecessor :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. The workman also examined Shri Ajay Kumar as AW2. Thereafter none has appeared on behalf of the management as such management was proceeded against *ex parte*. The management filed the application for setting aside *ex parte* order, which was dismissed in default due to non-appearance of the management.

6. I have heard learned representative for the workman and have gone through the file carefully. Learned representative for the workman has examined himself as AW1, who deposed that he joined the services on 02.11.2015 in Bodyshop at Plot No.33, Industrial Area, Phase - I, Chandigarh and remained posted there till 30th June, 2016 when the Managing Director told him that he need not to come tomorrow. The management had delayed the salary of the workman for the month of June, 2016, which was given on 11.07.2016 but incentives for the month of March 2016 to June 2016 till date not paid by the management and now the management is using NDC form to prove that he had resigned from the job whereas the same is pre-requisite from the various department of management regarding no due so that his salary be released. He had returned tie and identity card to the concerned department and got their signatures on the NDC. He had proved the copy of NDC form as Exhibit 'W1' and letters in which the official of the management admitted his incentives is Exhibit 'W2'. He further deposed that the management had not signed the PF form of the workman so he was constrained to approach competent authority against illegal termination and putting the workman in unnecessary harassment. Later on he had received PF from the concerned department. His termination by the management on 30.06.2016 is illegal, malafide, arbitrary, null & void and in gross violation of the statutory provisions of the ID Act. He was not supplied with the copies of relied upon documents and no notice or compensation under Section 25-F of the ID Act was given to him. Other persons have been kept against the post of the workman in violation of Section 25-H of the ID Act. No proper & valid inquiry was ever held against the workman in violation of principles of natural justice and principles of 'first come last go' has been violated. The management is in habit of removing the workmen like himself without abiding with the mandatory provisions of giving notice before termination like Raj Kumar, Painter and Ajay Kumar, Painter. He had proved the copy of letters Exhibit 'W4' & 'W5'. He also deposed that he had given test for Insurance Agent in the month of August, 2016, which is not service but a temporary arrangement and one can earn if he do insurance of clients. He had not worked in Sethi Motors and Krishna Automobiles.

7. Learned representative for the workman has further examined Shri Ajay Kumar as AW2, who deposed that he was working as Painter the management from 02.11.2015 to 08.04.2017 in Body shop at Plot No.33, Industrial Area, Phase - I, Chandigarh and the workman remained posted as Bodyshop Manager in bodyshop from 02.11.2015 till 30th June, 2016. The workman was drawing consolidated monthly salary along with incentives and always worked to the entire satisfaction of his superiors and never given a chance of

complaint to them. On 30.06.2016 the Managing Director had told the workman that he need not to come from tomorrow without assigning any reason for the same. The management had delayed the salary of the workman for the month of June 2016, which was given on 11.07.2016 but incentives from the month of March 2016 to June 2016 till date not paid by the management. He had not given prior notice and also harassed for PF etc. like the workman by the management.

8. Learned representative for the workman has argued that the workman had joined the services of 02.11.2015 in Bodyshop at plot No.33, Industrial Area, Phase - I, Chandigarh and he remained posted there till 30.06.2016. It is argued that on 30.06.2016 the Managing Director told him that he need not to come tomorrow without assigning any reason and his termination by the management totally illegal malafide and arbitrary. Further the management also delayed in paying his salary for the month June 2016. Hence, termination is illegal as the workman was not supplied with the copies of relied upon documents, no notice or retrenchment compensation given. He was afforded the opportunity of defence, no proper & fair inquiry has been conducted so the workman be reinstated with full back wages and continuity of service.

9. The management is *ex parte* in this case. After giving my careful consideration to the contentions of learned representative for the workman, I find that in order to prove his claim, the workman tendered into evidence affidavit Exhibit 'AW1/A', no due certificate form Exhibit 'W1', email sent to the management regarding outstanding payments details Exhibit 'W2', copy of demand notice dated 29.09.2016 served upon the management Exhibit 'W3', notice issued by the Assistant Labour Commissioner-cum-Conciliation Officer upon demand notice Exhibit 'W4' and letter advising the workman to refer Section 2-A of the Industrial Disputes (Amendment) Act, 2010 Exhibit 'W5'. As per averment of the workman, it is mentioned in the claim statement that the workman joined the services of the management 02.11.2015 and he was terminated on 30.06.2016 but except no due certificate and documents relating to demand notice no other document has been placed on record to prove the fact that the workman has been ever terminated by the management. Firstly, no termination order has been placed on record. In the pleading the workman himself is taking contradictory plea. On the one hand, he is stating that the management has delayed the salary of the workman for the month of June but he himself is stating that it was given on 11.07.2016. Again he is stating that incentives for the month of March, 2016 to June, 2016 has not been paid till date whereas he himself is placing on record no due certificate along with full & final details Exhibit 'W1' in which total amount of ₹21,570 has been paid to him. Further, the workman has stated that the management is not signing the PF Form of the workman but he is himself stating that later on he has received PF from the concerned department. Further the workman is stating that termination of the workman by the management on 30.06.2016 is illegal, malafide, arbitrary but no dues certificate placed on record by the workman itself reveals that **the workman had resigned from service and he has never been terminated** and date of resignation is mentioned as 01.06.2016 and date of relieving is mentioned as 30.06.2016 in the full & final settlement details, which is duly signed by the workman. Nothing has been proved on record that the services of the workman were terminated by the management as when the workman himself resigned from the service of the management then the question of termination of service does not arise.

10. In the light discussion made above, the workman has failed to prove on record that his services were terminated illegally by the management rather no due certificate placed on record itself reveals that the workman had resigned from his job and the management had already paid full and final settlement amount of the workman. Accordingly, the present industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

The 13th October, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 15th December, 2021

No. 13/1/9815-HII(2)-2021/14762.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 100/2018, dated 08.11.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

DALJEET KAUR, AGED 34 YEARS, D/O SHRI RAJINDER SINGH, R/O HOUSE NO.1, WATER WORKS, INDUSTRIAL AREA, PHASE IX, SAS NAGAR MOHALI. (Workman)

AND

REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that she was appointed as Clerk through a process of recruitment after fulfilling the eligibility criteria and joined with the management on 11.11.2011 on daily wages at DC rates for 89 days. Thereafter, from time to time, services of the workman were extended by the management. She had put her continuous regular service of more than 240 days in a calendar year from the date of retrenchment. The management orally terminated the services of the workman on 13.06.2013 without any show cause notice, charge sheet, inquiry, without notice pay and without any retrenchment compensation. At the time of retrenchment, the workman was drawing ₹7,980/- per month. After her illegal termination, the management had appointed new hands. Juniors to the workman are still in service with the management. The management had not complied with the provisions of Section 25-F & 25-N of the ID Act. The work & conduct of the workman during the course of her employment remained satisfactory and no show cause notice, no inquiry or charge sheet was ever issued or initiated during her employment or after illegal termination of services. The workman is unemployed since her termination and has no source of livelihood. After illegal termination of service, she issued demand notice dated 07.02.2014 demanding her reinstatement with continuity of service and full back wages but the management did not accede to the request of the workman. In pursuance to the demand notice, the conciliation proceedings before the Conciliation Officer-cum-Assistant Labour Commissioner, Chandigarh stand failed. Due unawareness of procedure, the representative of the workman filed CWP No.7091 of 2014 before the Hon'ble Punjab & Haryana High Court, Chandigarh against illegal termination but the same was withdrawn by the workman with the liberty *vide* order dated 26.03.2018. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman had not come to this Tribunal and Hon'ble Punjab & Haryana High Court with clean hands as she has concealed that she had appeared under Roll No.8320140291 in the exam for appointment as daily wage held on 08.03.2014 and in the next exam under Roll No.150348 held in the year 2015. She had availed the opportunity of getting but was unsuccessful. CWP No.7091 of 2014 was withdrawn by the workman as she was well aware that a similar issue / petition / claim by her senior workman i.e. Ms. Shallu Devi and others has already been dismissed on merits by the Hon'ble Punjab & Haryana High Court. The workman was appointed as Clerk in the Panjab University, Chandigarh on daily wage basis against the Advertisement No.19/2020 and joined on 02.11.2011. The detailed terms & conditions specifically mentioned that the assignment shall automatically come to an end on the expiry of the contract period or on completion of the seasonal examination/other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or reemployment or regularization. In view of the terms & conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms & conditions of the advertisement and also of the appointment orders. She was relieved from service on 28.02.2013 after the selection of regular 308 Clerks appointed in

response to Advertisement No.14/2008. As the annual examinations were scheduled to take place in April 2013 and in order to cope up with the seasonal examination work of 2013, the workman was again engaged from 18.04.2013 to 13.06.2013 and she was relieved on 13.06.2013 on completion of term. According to the university office practice the waiting list for engaging persons to any post lapses after the expiry of six months. On this account, the waiting list of daily wage Clerks of the year 2011 were scrapped. Consequently an Advertisement No.2 of 2014 was issued for the appointment of daily wage Clerks and in pursuance of the same, the workman applied for being appointed as Clerk on contractual basis vide roll No.8320140291 but she did not qualify. In January 2015, the university issued another advertisement for filling up posts of Clerks on contractual basis. The workman applied for the same and appeared under Roll No.150348 but she was not appointed as she did not come in the merit list. The batch of daily wage Clerks appointed in the year 2015 was also relieved after the completion of the seasonal work. On merits, it is pleaded that the workman was appointed for a period of 89 days and her services were extended from time to time for 89 days with one day break on completion of her terms of appointment. The workman was relieved on 13.06.2013 on completion of term of period of extension given to her. The management had not committed any irregularity by passing the relieving orders of the workman since the assignment as daily wage Clerk on contractual basis automatically ends on the expiry of contract period or completion of the seasonal examination work, whichever is earlier, as already mentioned in the advertisement circulated vide No.24711-860/Estt. Dated 03.12.2010. The advertisement clearly stated that the daily wage Clerks are not entitled to retrenchment compensation or to any claim of continuity of service or reemployment. The regular appointments of Clerks were made in response to Advertisement No.14/2008 in the year 2013. Thereafter, daily wage Clerks were relieved. The provisions of the ID Act are complied by the university management in its letter and spirit. Since the workman was relieved on completion of her term of appointment so no action was required to be taken on demand notice. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Replication not intended to be filed by the workman. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Ms. Ajit Pal Kaur - Junior Assistant as MW1. Learned representative for the management closed the evidence.

6. I have heard the learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE No.1 :

7. In order to prove this issue learned representative for the workman has examined the workman as AW1, who deposed that the management advertised the post of daily wage Clerk on DC rates on contract basis through advertisement dated 03.12.2010 which is Mark 'A'. She applied for the post of Clerk in pursuance to the advertisement and joined the services on 11.11.2011 as daily wage Clerk for 89 days as per norms & procedure. She further deposed that her services were extended from time to time and she had put her continuous regular service of more than 240 days in a calendar year. The management had terminated the services of herself on 13.06.2013 without any show cause notice, without any charge sheet, without inquiry and without any retrenchment compensation. At the time of retrenchment, she was drawing ₹7,980/- per month on DC rates. Work & conduct of herself was satisfactory. The certificate duly issued by the management Exhibit 'AW1/1'. After the termination the management engaged and joined new hands. Juniors to herself are still in service with the management and the list of juniors still working with the management is Exhibit 'AW1/2' to 'AW1/8'. She further deposed that the management had not complied with the mandatory provisions of Section 25-F of the ID Act. She issued demand notice dated 07.02.2014. Copy of demand notice and postal receipt is Exhibit 'AW1/9' & 'AW1/10'. The conciliation proceedings initiated by the Conciliation Officer but the same stand failed, copy of which is Exhibit 'AW1/11' and she also filed CWP No.7207 of 2014 which was withdrawn with the liberty to resort to the remedy as admissible in law vide order dated 26.03.2018, copy of which is Exhibit 'AW1/12'.

8. Learned representative for the workman has argued that the workman joined the services on 11.11.2011 as daily wage Clerk for 89 days and her services were extended from time to time and she had completed service of more than 240 days in a calendar year. Her services remained satisfactory and the certificate Exhibit 'AW1/1' duly issued by the management. Learned representative for the workman vehemently argued that juniors to the workman are still working with the management and the workman had brought on record list of juniors working with the management as Exhibit 'AW1/2' to 'AW1/8'. The workman was illegally terminated then she raised the demand notice Exhibit 'AW1/9'. The conciliation proceedings initiated by the Conciliation Officer failed vide order dated 23.04.2014, copy of which is Exhibit 'AW1/11'. He further argued that he was unaware of procedural law therefore approached the Hon'ble High Court through CWP No.7091 of 2014, later on, which was withdrawn by the workman with liberty to resort to the remedy as admissible in law vide order dated 26.03.2018. Copy of the same is Exhibit 'AW1/12'. Hence it is proved that the services of the workman were illegally terminated by the management. She is entitled for relief as prayed for. Learned representative for the workman relied upon citations *Bhikku Ram Versus The Presiding Officer, 1998(1) RSJ 703 (P&H)(DB)*; *The Faridabad Central Co-Op. Bank Limited, Faridabad Versus The Presiding Officer, Labour Court (II), Faridabad, 2000(1) SCT 205 (P&H)(DB)*; *State of Punjab Versus Kuldip Kaur, 2001(4) SCT 884 (P&H)*; *Haryana State Cooperative Land Development Bank Ltd. Versus Presiding Officer, Labour Court, Rohtak, 2001(3) SCT 799 (P&H)*; *The Haryana State Cooperative Land Development Bank Ltd. Versus The Presiding Officer, Labour Court, Rohtak & Another, 2004(1) SCT 174*; *Director, Health & Family Welfare Punjab, Chandigarh & Others Versus Baljinder Singh & Another, 2006(2) SCT 105 (P&H)(DB)*; *Senior Medical Officer, Incharge, Primary Health Centre, Dudhan Sadhan, Patiala Versus Sukhwinder Singh & Another, 2007(2) SCT 112 (P&H)(DB)*; *Ramesh Kumar Versus State of Haryana, 2010(2) SCC 543*; *Harjinder Singh Versus Punjab State Warehousing Corporation, 2010(3) SCC 192*; *Anoop Sharma Versus Executive Engineer Public Health, Division No.1, Panipat (Haryana), 2010(3) SCC 497*; *Damyanti Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat & Another, 2012(4) SCT 506 (P&H)*; *Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited, 2014(11) SCC 85* and *Jasmer Singh Versus State of Haryana & Another, 2015(2) SCC (L&S) 46* and prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for the management examined Ms. Ajit Pal Kaur - Junior Assistant, Panjab University as MW1, who deposed that the Panjab University vide advertisement No.19/2010 called applications for appointments of Clerks on daily wage basis for seasonal examination on DC rates for fixed period, copy of the same is Exhibit 'MW1/1'. The workman accepted the terms & conditions stipulated in the advertisement, which is substantiated by the verification / undertaking given by each candidate in the application form. The model application form, wherein verification / undertaking was given, is Exhibit 'MW1/2'. After following the due process the concerned applicants were offered appointment letters and it has been clearly mentioned in the appointment letter that the assignment as daily wage Clerk on contractual basis shall automatically come to an end on the expiry of contract period or completion of seasonal examination work, whichever is earlier and if the aforesaid offer, subject to terms & conditions **mentioned is acceptable, may report for duty within seven days, failing which it shall be presumed that not interest in this assignment**, copy of appointment letter is Exhibit 'MW1/3'. She further deposed that the candidates who submitted their joining were known to the conditions and which was acceptable to them. The workman also agreed and accepted to various terms & conditions of advertisement No.19/2010 submitted her joining without any objection. She further deposed that the workman was relieved in accordance with the terms & conditions of the advertisement and appointment letter on 28.02.2013 and after selection of regular 308 Clerk appointed in response to advertisement No.14/2008. The annual examination were scheduled to take place in April 2013, the workman was again engaged in April 2013 and was relieved on 13.06.2013 as per terms of the appointment letter i.e. on completion of seasonal examination work / term. According to the university office practice the awaiting list of engaging persons to any post lapses after expiry of six months so waiting list of daily wage Clerks of the year 2011 were scrapped. She further deposed that the advertisement No.2 of 2014 was issued for the appointment of daily wage Clerks and the workman also applied for being appointed as daily wage Clerk on contractual basis under Roll No.8320140291, which is Exhibit 'MW1/4', and also appeared but she did not qualify as she secured low marks i.e. 9.75 out of 100 marks, copy of which is Exhibit 'MW1/5'. In January 2015, the university issued another advertisement No.1/2015 for filling up the post of daily wage

Clerk on contractual basis and the workman applied for the same and appeared under Roll No.150348, copy of which is Exhibit 'MW1/6'. The workman secured low marks i.e. 28.75 out of 100 marks, copy of which is Exhibit 'MW1/7'. Hence, the workman is concealing the material facts from this Tribunal. The workman withdraw CWP No.7091 of 2014 on 26.03.2018 as she was aware of that similar situated workers i.e. her batchmate / senior workman namely Ms. Shalu Devi W/o Shri Baldev, Ms. Bandana D/o Shri Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar also filed CWP No.2065 of 2015 which has been decided on merits by the Hon'ble Punjab & Haryana High Court *vide* order dated 01.05.2015, copy of the same is Exhibit 'MW1/8'. So there is no merit in the present case and the same be dismissed.

10. Learned representative for the management has argued that the workman has not come to the court with clean hands. Firstly she has concealed that she had already appeared in the examination held on 08.03.2014 for appointment as daily wage Clerk and was unsuccessful and thereafter in the year he again appeared in the examination of daily wage Clerk and was again unsuccessful. He further argued that the workman withdrawn CWP filed by her as she was aware of that a similar issue has been dismissed by the Hon'ble Punjab & Haryana High Court *vide* order dated 01.05.2015. Learned representative for the management referred the relevant extract of judgment 01.05.2015 in CWP No.2065 of 2015 and he also referred to terms & conditions of advertisement which is bound to the workman and it has been argued that after following due process the workman was offered appointment letter and the workman agreed the terms & conditions and in compliance of terms & conditions the workman had given her joining. She was again called as annual examination were declared to take place in April 2013 and she was relieved on 13.06.2013 as per terms of appointment letter hence there is no termination and the workman is not entitled for retrenchment compensation. He prayed for deciding this issue against the workman.

11. After giving my careful consideration to the rival contentions of both the sides, I find that admittedly the workman joined the services of the management on 11.11.2011 as daily wage Clerk for 89 days as per the norms & procedure laid down for making appointment and services of the workman was extended from time to time. Only bone of contention between the parties is whether the management illegally terminated the services of the workman or not. As per averments of the workman, the management had terminated the services of the workman on 13.06.2013 without any show cause notice, charge sheet, inquiry and without any retrenchment compensation. But as per averments of the management the workman herself concealed the material facts and there is no termination and the workman was not illegally terminated and she is not entitled for retrenchment compensation. As per Exhibit 'MW1/1' the university *vide* advertisement No.19/2010 circulated *vide* circular No.24711-860/Estt. Dated 03.12.2010 called applications for appointment of Clerks on daily wage basis for seasonal examination and other work on fixed DC rates, in which it is stipulated that the eligible / suitable persons will be engaged for a fixed period as daily wage basis Clerk on contract basis for the fixed period at the rate ₹6,100/- per month fixed for six working days in a week and the said assignment shall automatically come to an end on expiry of the aforesaid contract period or completion of the seasonal examination and other office work whichever is earlier, without any obligation of notice. The services as daily wage basis Clerk shall not entitle to either retrenchment compensation or to any claim for continuity in service or re-employment or regularization.

12. Further it is crystal clear that **the workman accepted the terms & conditions stipulated in the advertisement through verification and undertaking given by her in the application.** In this way after following the due process the workman was offered appointment letter and there was specific condition in appointment letter that her assignment as daily wagger Clerk on contractual basis shall automatically came to an end on the expiry of the contract period or completion of the seasonal examination work, whichever is earlier, without any obligation of notice and she shall not be entitled to either retrenchment compensation or to any claim for continuity in service or re-employment or regularization.

13. In view of the aforesaid discussion it is crystal clear that the workman had agreed to the terms & conditions of the appointment and accepted the various terms of advertisement No.19/2010 without any objection. Hence, the workman was relieved accordingly with the terms & conditions of advertisement / appointment letter on 28.02.2013 after the selection of regular 308 Clerks appointed in response to advertisement No.14/2008. As the annual examination were scheduled to take place in April 2013 and in order to cope up with the seasonal examination work the workman was again engaged in April 2013 and relieved on 13.06.2013 as per

terms of the appointment letter i.e. after completion of seasonal examination work / term, whichever is earlier, without any obligation of notice.

14. Further arguments of learned representative for the management that the workman concealed the material facts from the Court also inspire confidence as the workman nowhere mentioned in her pleadings she had appeared in written examination for appointment as daily wage Clerk in the year 2014 and 2015. Further the workman had withdrawn CWP No.7091 of 2014 on 26.03.2018. A similar writ petition bearing No.2065 of 2015 filed by the co-worker has already been dismissed by vide order dated 01.05.2015 Exhibit 'MW1/8'. Relevant extract of judgment 01.05.2015 of the Hon'ble Punjab & Haryana High Court as under :—

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University. Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

Hence, similar issued has already been dismissed by the Hon'ble Punjab & Haryana High Court so the workman cannot take benefits from this Court. Further according to the university's office practice the waiting list for engaging persons to any post lapses after the expiry of six months. On this account, the awaiting list of daily wage Clerks of the year 2011 were scrapped. Consequently an advertisement No.2 of 2014 was issued for the appointment of daily wage Clerks. In pursuance to an advertisement No.2 of 2014, the workman also applied for being appointed as daily wage Clerk on contractual basis under Roll No.8320140291 Exhibit 'MW1/4' and also appeared but she did not qualify as she secured very low mark i.e. 9.75 out of 100 marks Exhibit 'MW1/5'. Further in January 2015, the university issued another advertisement vide advertisement No.1/2015 for filling up posts of daily wage Clerks on contractual basis. The workman applied for the same and appeared under Roll No.150348 Exhibit 'MW1/6' but did not qualify the same as she secured low marks i.e. 28.75 marks out of 100 marks Exhibit 'MW1/7'. The batch of daily wage Clerks appointed in the year 2015 was also relieved after the completion of the seasonal work.

15. The citations referred by the workman are not applicable in the present being distinguishable on facts as similar issue has already been decided by the Hon'ble High Court in CWP No.2065 of 2015.

16. In view of the aforesaid discussion, I am of the view that the management has been able to prove this fact on file that the workman was not terminated illegally rather the workman was bound by the terms & conditions of the appointment letter and accordingly she was relieved from the service. This issue is decided against the workman and in favour of the management.

RELIEF :

17. In the light of findings on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

The 8th November, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 15th December, 2021

No. 13/1/9816-HII(2)-2021/14760.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 101/2018, dated 08.11.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

NEETU RANA, AGED 34 YEARS, D/O SHRI KALYAN CHAND RANA, R/O HOUSE NO. 1636, AMAN COLONY, DHANAS, CHANDIGARH. (Workman)

AND

REGISTRAR, PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that she was appointed as Clerk through a process of recruitment after fulfilling the eligibility criteria and joined with the management on 16.11.2011 on daily wages at DC rates for 89 days. Thereafter, from time to time, services of the workman were extended by the management. She had put her continuous regular service of more than 240 days in a calendar year from the date of retrenchment. The management orally terminated the services of the workman on 13.06.2013 without any show cause notice, charge sheet, inquiry, without notice pay and without any retrenchment compensation. At the time of retrenchment, the workman was drawing ₹ 7,980/- per month. After her illegal termination, the management had appointed new hands. Juniors to the workman are still in service with the management. The management had not complied with the provisions of Section 25-F & 25-N of the ID Act. The work & conduct of the workman during the course of her employment remained satisfactory and no show cause notice, no inquiry or charge sheet was ever issued or initiated during her employment or after illegal termination of services. The workman is unemployed since her termination and has no source of livelihood. After illegal termination of service, she issued demand notice dated 07.02.2014 demanding her reinstatement with continuity of service and full back wages but the management did not accede to the request of the workman. In pursuance to the demand notice, the conciliation proceedings before the Conciliation Officer-cum-Assistant Labour Commissioner, Chandigarh stand failed. Due unawareness of procedure, the representative of the workman filed CWP No.7259 of 2014 before the Hon'ble Punjab & Haryana High Court, Chandigarh against illegal termination but the same was withdrawn by the workman with the liberty *vide* order dated 26.03.2018. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the workman had not come to this Tribunal and Hon'ble Punjab & Haryana High Court with clean hands as she has concealed that she had appeared under Roll No.8320141820 in the exam for appointment as daily wage held on 08.03.2014 and in the next exam under Roll No.152239 held in the year 2015. She had availed the opportunity of getting but was unsuccessful. CWP No.7059 of 2014 was withdrawn by the workman as she was well aware that a similar issue / petition / claim by her senior workman i.e. Ms. Shallu Devi and others has already been dismissed on merits by the Hon'ble Punjab & Haryana High Court. The workman was appointed as Clerk in the Panjab University, Chandigarh on daily wage basis against the Advertisement No.19/2020 and joined on 02.11.2011. The detailed terms & conditions specifically mentioned that the assignment shall automatically come to an end on the expiry of the contract period or on completion of the seasonal examination/other work whichever is earlier, without any obligation of notice. It was specifically provided that daily wage Clerks shall not be entitled to claim any continuity in service or reemployment or regularization. In view of the terms & conditions, which were duly accepted by the workman, the workman was relieved in accordance with the terms & conditions of the advertisement and also of the appointment orders. She was relieved from service on 28.02.2013 after the selection of regular 308 Clerks appointed in

response to Advertisement No.14/2008. As the annual examinations were scheduled to take place in April 2013 and in order to cope up with the seasonal examination work of 2013, the workman was again engaged from 18.04.2013 to 13.06.2013 and she was relieved on 13.06.2013 on completion of term. According to the university office practice the waiting list for engaging persons to any post lapses after the expiry of six months. On this account, the waiting list of daily wage Clerks of the year 2011 were scrapped. Consequently an Advertisement No.2 of 2014 was issued for the appointment of daily wage Clerks and in pursuance of the same, the workman applied for being appointed as Clerk on contractual basis vide roll No.8320141820 but she did not qualify. In January 2015, the university issued another advertisement for filling up posts of Clerks on contractual basis. The workman applied for the same and appeared under Roll No.151239 but she was not appointed as she did not come in the merit list. The batch of daily wage Clerks appointed in the year 2015 was also relieved after the completion of the seasonal work. On merits, it is pleaded that the workman was appointed for a period of 89 days and her services were extended from time to time for 89 days with one day break on completion of her terms of appointment. The workman was relieved on 13.06.2013 on completion of term of period of extension given to her. The management had not committed any irregularity by passing the relieving orders of the workman since the assignment as daily wage Clerk on contractual basis automatically ends on the expiry of contract period or completion of the seasonal examination work, whichever is earlier, as already mentioned in the advertisement circulated vide No.24711-860/Estt. Dated 03.12.2010. The advertisement clearly stated that the daily wage Clerks are not entitled to retrenchment compensation or to any claim of continuity of service or reemployment. The regular appointments of Clerks were made in response to Advertisement No.14/2008 in the year 2013. Thereafter, daily wage Clerks were relieved. The provisions of the ID Act are complied by the university management in its letter and spirit. Since the workman was relieved on completion of her term of appointment so no action was required to be taken on demand notice. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. Replication not intended to be filed by the workman. From the pleadings of the parties, following issues were framed :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Ms. Ajit Pal Kaur - Junior Assistant as MW1. Learned representative for the management closed the evidence.

6. I have heard the learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE No. 1 :

7. In order to prove this issue learned representative for the workman has examined the workman as AW1, who deposed that the management advertised the post of daily wage Clerk on DC rates on contract basis through advertisement dated 03.12.2010 which is Mark 'A'. She applied for the post of Clerk in pursuance to the advertisement and joined the services on 16.11.2011 as daily wage Clerk for 89 days as per norms & procedure. She further deposed that her services were extended from time to time and she had put her continuous regular service of more than 240 days in a calendar year. The management had terminated the services of herself on 13.06.2013 without any show cause notice, without any charge sheet, without inquiry and without any retrenchment compensation. At the time of retrenchment, she was drawing ₹ 7,980/- per month on DC rates. Work & conduct of herself was satisfactory. The certificate duly issued by the management Exhibit 'AW1/1'. After the termination the management engaged and joined new hands. Juniors to herself are still in service with the management and the list of juniors still working with the management is Mark 'B' to 'H'. She further deposed that the management had not complied with the mandatory provisions of Section 25-F of the ID Act. She issued demand notice dated 07.02.2014. Copy of demand notice is Exhibit 'AW1/2' and postal receipt is Mark 'I'. The conciliation proceedings initiated by the Conciliation Officer but the same stand failed, copy of which is Exhibit 'AW1/3' and she also filed CWP No.7059 of 2014 which was withdrawn with the liberty to resort to the remedy as admissible in law vide order dated 26.03.2018, copy of which is Exhibit 'AW1/4'.

8. Learned representative for the workman has argued that the workman joined the services on 16.11.2011 as daily wage Clerk for 89 days and her services were extended from time to time and she had completed service of more than 240 days in a calendar year. Her services remained satisfactory and the certificate Exhibit 'AW1/1' duly issued by the management. Learned representative for the workman vehemently argued that juniors to the workman are still working with the management and the workman had brought on record list of juniors working with the management as Mark 'B' to 'H'. The workman was illegally terminated then she raised the demand notice Exhibit 'AW1/2'. The conciliation proceedings initiated by the Conciliation Officer failed vide order dated 23.04.2014, copy of which is Exhibit 'AW1/3'. He further argued that he was unaware of procedural law therefore approached the Hon'ble High Court through CWP No.7059 of 2014, later on, which was withdrawn by the workman with liberty to resort to the remedy as admissible in law vide order dated 26.03.2018. Copy of the same is Exhibit 'AW1/4'. Hence it is proved that the services of the workman were illegally terminated by the management. She is entitled for relief as prayed for. Learned representative for the workman relied upon citations *Bhikku Ram Versus The Presiding Officer, 1998(1) RSJ 703 (P&H)(DB)*; *The Faridabad Central Co-Op. Bank Limited, Faridabad Versus The Presiding Officer, Labour Court (II), Faridabad, 2000(1) SCT 205 (P&H)(DB)*; *State of Punjab Versus Kuldip Kaur, 2001(4) SCT 884 (P&H)*; *Haryana State Cooperative Land Development Bank Ltd. Versus Presiding Officer, Labour Court, Rohtak, 2001(3) SCT 799 (P&H)*; *The Haryana State Cooperative Land Development Bank Ltd. Versus The Presiding Officer, Labour Court, Rohtak & Another, 2004(1) SCT 174*; *Director, Health & Family Welfare Punjab, Chandigarh & Others Versus Baljinder Singh & Another, 2006(2) SCT 105 (P&H)(DB)*; *Senior Medical Officer, Incharge, Primary Health Centre, Dudhan Sadhan, Patiala Versus Sukhwinder Singh & Another, 2007(2) SCT 112 (P&H)(DB)*; *Ramesh Kumar Versus State of Haryana, 2010(2) SCC 543*; *Harjinder Singh Versus Punjab State Warehousing Corporation, 2010(3) SCC 192*; *Anoop Sharma Versus Executive Engineer Public Health, Division No.1, Panipat (Haryana), 2010(3) SCC 497*; *Damyanti Versus Presiding Officer, Industrial Tribunal-cum-Labour Court, Panipat & Another, 2012(4) SCT 506 (P&H)*; *Bhuvnesh Kumar Dwivedi Versus Hindalco Industries Limited, 2014(11) SCC 85* and *Jasmer Singh Versus State of Haryana & Another, 2015(2) SCC (L&S) 46* and prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for the management examined Ms. Ajit Pal Kaur - Junior Assistant, Panjab University as MW1, who deposed that the Panjab University vide advertisement No.19/2010 called applications for appointments of Clerks on daily wage basis for seasonal examination on DC rates for fixed period, copy of the same is Exhibit 'MW1/1'. The workman accepted the terms & conditions stipulated in the advertisement, which is substantiated by the verification / undertaking given by each candidate in the application form. The model application form, wherein verification / undertaking was given, is Exhibit 'MW1/2'. After following the due process the concerned applicants were offered appointment letters and it has been clearly mentioned in the appointment letter that the assignment as daily wage Clerk on contractual basis shall automatically come to an end on the expiry of contract period or completion of seasonal examination work, whichever is earlier and if the aforesaid offer, subject to terms & conditions **mentioned is acceptable, may report for duty within seven days, failing which it shall be presumed that not interest in this assignment**, copy of appointment letter is Exhibit 'MW1/3'. She further deposed that the candidates who submitted their joining were known to the conditions and which was acceptable to them. The workman also agreed and accepted to various terms & conditions of advertisement No.19/2010 submitted her joining without any objection. She further deposed that the workman was relieved in accordance with the terms & conditions of the advertisement and appointment letter on 28.02.2013 and after selection of regular 308 Clerk appointed in response to advertisement No.14/2008. The annual examination were scheduled to take place in April 2013, the workman was again engaged in April 2013 and was relieved on 13.06.2013 as per terms of the appointment letter i.e. on completion of seasonal examination work / term. According to the university office practice the awaiting list of engaging persons to any post lapses after expiry of six months so waiting list of daily wage Clerks of the year 2011 were scrapped. She further deposed that the advertisement No.2 of 2014 was issued for the appointment of daily wage Clerks and the workman also applied for being appointed as daily wage Clerk on contractual basis under Roll No.8320141820, which is Exhibit 'MW1/4', and also appeared but she did not qualify as she secured low marks i.e. 2.75 out of 100 marks, copy of which is Exhibit 'MW1/5'. In January 2015, the university issued another advertisement No.1/2015 for filling up the post of daily wage Clerk on contractual basis and the workman applied for the same and appeared under Roll No.151239, copy of which is Exhibit 'MW1/6'. The workman secured low marks i.e. 10.50 out of 100 marks, copy of which is

Exhibit 'MW1/7'. Hence, the workman is concealing the material facts from this Tribunal. The workman withdraw CWP No.7091 of 2014 on 26.03.2018 as she was aware of that similar situated workers i.e. her batchmate / senior workman namely Ms. Shalu Devi W/o Shri Baldev, Ms. Bandana D/o Shri Surmukh Singh and Ms. Deepika D/o Shri Duryodhan Kumar also filed CWP No.2065 of 2015 which has been decided on merits by the Hon'ble Punjab & Haryana High Court vide order dated 01.05.2015, copy of the same is Exhibit 'MW1/8'. So there is no merit in the present case and the same be dismissed.

10. Learned representative for the management has argued that the workman has not come to the court with clean hands. Firstly she has concealed that she had already appeared in the examination held on 08.03.2014 for appointment as daily wage Clerk and was unsuccessful and thereafter in the year he again appeared in the examination of daily wage Clerk and was again unsuccessful. He further argued that the workman withdrawn CWP filed by her as she was aware of that a similar issue has been dismissed by the Hon'ble Punjab & Haryana High Court vide order dated 01.05.2015. Learned representative for the management referred the relevant extract of judgment 01.05.2015 in CWP No.2065 of 2015 and he also referred to terms & conditions of advertisement which is bound to the workman and it has been argued that after following due process the workman was offered appointment letter and the workman agreed the terms & conditions and in compliance of terms & conditions the workman had given her joining. She was again called as annual examination were declared to take place in April 2013 and she was relieved on 13.06.2013 as per terms of appointment letter hence there is no termination and the workman is not entitled for retrenchment compensation. He prayed for deciding this issue against the workman.

11. After giving my careful consideration to the rival contentions of both the sides, I find that admittedly the workman joined the services of the management on 16.11.2011 as daily wage Clerk for 89 days as per the norms & procedure laid down for making appointment and services of the workman was extended from time to time. Only bone of contention between the parties is whether the management illegally terminated the services of the workman or not. As per averments of the workman, the management had terminated the services of the workman on 13.06.2013 without any show cause notice, charge sheet, inquiry and without any retrenchment compensation. But as per averments of the management the workman herself concealed the material facts and there is no termination and the workman was not illegally terminated and she is not entitled for retrenchment compensation. As per Exhibit 'MW1/1' the university vide advertisement No.19/2010 circulated vide circular No.24711-860/Estt. Dated 03.12.2010 called applications for appointment of Clerks on daily wage basis for seasonal examination and other work on fixed DC rates, in which it is stipulated that the eligible / suitable persons will be engaged for a fixed period as daily wage basis Clerk on contract basis for the fixed period at the rate ₹ 6,100/- per month fixed for six working days in a week and the said assignment shall automatically come to an end on expiry of the aforesaid contract period or completion of the seasonal examination and other office work whichever is earlier, without any obligation of notice. The services as daily wage basis Clerk shall not entitle to either retrenchment compensation or to any claim for continuity in service or re-employment or regularization.

12. Further it is crystal clear that **the workman accepted the terms & conditions stipulated in the advertisement through verification and undertaking given by her in the application.** In this way after following the due process the workman was offered appointment letter and there was specific condition in appointment letter that her assignment as daily wagger Clerk on contractual basis shall automatically came to an end on the expiry of the contract period or completion of the seasonal examination work, whichever is earlier, without any obligation of notice and she shall not be entitled to either retrenchment compensation or to any claim for continuity in service or re-employment or regularization.

13. In view of the aforesaid discussion it is crystal clear that the workman had agreed to the terms & conditions of the appointment and accepted the various terms of advertisement No.19/2010 without any objection. Hence, the workman was relieved accordingly with the terms & conditions of advertisement / appointment letter on 28.02.2013 after the selection of regular 308 Clerks appointed in response to advertisement No.14/2008. As the annual examination were scheduled to take place in April 2013 and in order to cope up with the seasonal examination work the workman was again engaged in April 2013 and relieved on 13.06.2013 as per terms of the appointment letter i.e. after completion of seasonal examination work / term, whichever is earlier, without any obligation of notice.

14. Further arguments of learned representative for the management that the workman concealed the material facts from the Court also inspire confidence as the workman nowhere mentioned in her pleadings she had appeared in written examination for appointment as daily wage Clerk in the year 2014 and 2015. Further the workman had withdrawn CWP No.7059 of 2014 on 26.03.2018. A similar writ petition bearing No.2065 of 2015 filed by the co-worker has already been dismissed by *vide* order dated 01.05.2015 Exhibit 'MW1/8'. Relevant extract of judgment 01.05.2015 of the Hon'ble Punjab & Haryana High Court as under :—

"I have gone through the above judgments and find that the same are not applicable in the facts of the case in the case in hand. The facts of the case in hand reveal that the petitioners were relieved in 2013 i.e. about two years ago and in the interregnum period in February 2014, there was another selection which has taken place in which the petitioners participated but remained unsuccessful. Further, for the last about two years the petitioners have been out of the service of the respondent-University. Qua the impugned advertisement also, two of the petitioners applied and one of them even gave the written test. Thus, the facts of the judgment cited above by the learned counsel for the petitioners are different from the facts of the case in hand.

In view of the above, finding no merit in the present writ petition, the same is ordered to be dismissed."

Hence, similar issued has already been dismissed by the Hon'ble Punjab & Haryana High Court so the workman cannot take benefits from this Court. Further according to the university's office practice the waiting list for engaging persons to any post lapses after the expiry of six months. On this account, the awaiting list of daily wage Clerks of the year 2011 were scrapped. Consequently an advertisement No.2 of 2014 was issued for the appointment of daily wage Clerks. In pursuance to an advertisement No.2 of 2014, the workman also applied for being appointed as daily wage Clerk on contractual basis under Roll No.8320141820 Exhibit 'MW1/4' and also appeared but she did not qualify as she secured very low mark i.e. 2.75 out of 100 marks Exhibit 'MW1/5'. Further in January 2015, the university issued another advertisement *vide* advertisement No.1/2015 for filling up posts of daily wage Clerks on contractual basis. The workman applied for the same and appeared under Roll No.151239 Exhibit 'MW1/6' but did not qualify the same as she secured low marks i.e. 10.50 marks out of 100 marks Exhibit 'MW1/7'. The batch of daily wage Clerks appointed in the year 2015 was also relieved after the completion of the seasonal work.

15. The citations referred by the workman are not applicable in the present being distinguishable on facts as similar issue has already been decided by the Hon'ble High Court in CWP No.2065 of 2015.

16. In view of the aforesaid discussion, I am of the view that the management has been able to prove this fact on file that the workman was not terminated illegally rather the workman was bound by the terms & conditions of the appointment letter and accordingly she was relieved from the service. This issue is decided against the workman and in favour of the management.

RELIEF :

17. In the light of findings on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

The 8th November, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 15th December, 2021

No. 13/1/9817-HII(2)-2021/14758.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 63/2018, dated 18.11.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

HARI NARAIN, HOUSE NO. 652, VILLAGE DARIA, CHANDIGARH. (Workman) AND
GREEN ASIA FACILITIES MANAGEMENT PRIVATE LIMITED, PLOT NO. 178-178A,
ELANTE MALL, INDUSTRIAL AREA, PHASE-I, CHANDIGARH. (Management)

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (*hereinafter called 'ID Act'*).

2. Case of the workman in brief is that he was appointed as Security Guard on 18.08.2012 and remained in uninterrupted employment upto 18.07.2015 when his services were illegally and wrongly terminated by refusing work. He was drawing ₹ 11,000/- per month as wages for 12 hours duties, which were less than minimum rate of wages applicable to the management. On 19.07.2015 the workman went to attend his normal duty but he was refused work by the management without assigning any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25-F of the ID Act as no charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Junior persons were retained in service in violation of Section 25-G of the ID Act. For his reinstatement the workman served upon the management demand notice dated 13.10.2015, which was neither replied nor the workman was taken back on duty. The management also refused to take the workman back on duty before the Conciliation Officer. Action of the management in terminating the services of the workman is illegal, wrong, motivated, against the principle of natural justice and unfair labour practice. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages as he remained unemployed during the period i.e. from the date of termination to till date.

3. The management contested the case of the workman and filed written statement that the workman had worked with the management from 18.08.2012 to 01.04.2015 as Security Guard and was drawing ₹ 13,884/- per month as wages including PF and ESI benefits. The workman had served a demand notice dated 10.10.2015. The management had attended all hearing but no amicable settlement could be made possible. On 05.04.2016 the workman came in the office and had taken his full & final settlement amount from the accounts department. Ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of his case and denied the averments made in the written statement. From the pleadings of the parties, following issues were framed by my learned Predecessor :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, learned representative for the management closed the evidence without leading any evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE No. 1 :

7. Onus to prove this issue was on the workman and to discharge the same learned representative for the workman has examined the workman as AW1, who deposed that he was appointed as Security Guard on 18.08.2012 and remained in continuous & uninterrupted employment upto 18.07.2015. His

services were terminated by refusing work. He was drawing ₹11,000/- per month as wages for twelve hours, at the time of termination, which were less than the minimum rate of wages. He further deposed that on 19.07.2015 he went to attend his normal duty but he was refused work by the management without assigning any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management had also violated Section 25-F & 25-G of the ID Act as no charge sheet was issued, no inquiry was held and no retrenchment compensation was paid and juniors to him were retained in service. He served upon the management demand notice dated 13.10.2015 for his reinstatement but neither the same was replied nor he was taken back on duty by the management. The management also refused to take him back on duty before the Conciliation Officer. He never received full & final amount on 05.04.2016. He remained unemployed during the period i.e. from the date of termination till date.

8. Learned representative for the workman has argued that the workman was appointed as Security Guard on 18.08.2012 and he remained in employment upto 18.07.2015 with the management and on 19.07.2015 he was refused to attend his normal duties. It is further argued that the refusal of work amounts to termination is retrenchment as no inquiry was conducted, no charge sheet was issued and no retrenchment compensation was paid so it has been proved that the services of the workman were illegally terminated. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for the management did not examine any witness and simply argued that the workman was never been retrenched by the management rather he had visited the office on 05.04.2016 and has taken his full & final settlement amount so the claim of the workman is false and frivolous. He prayed for deciding this issue against the workman and in favour of the management and dismissal of the claim of the workman.

10. I have very thoughtfully considered the rival contentions of both the sides. It is no where disputed that the workman was appointed as Security Guard on 18.08.2012 but as regards the tenure of the workman in the employment is disputed. As per the averments of the workman he remained in employment of the management upto 18.07.2015 but as per the management he worked upto 01.04.2015 as Security Guard in M/s Green Asia Facility Management. The workman in order to prove his case himself stepped into the witness box and deposed that he remained as Security Guard from 18.08.2012 to 18.07.2015 but the management has referred to the cross-examination of AW1 wherein he himself admitted that **in the certificate of experience he has accepted that he had worked upto 1st April 2015.** Meaning thereby he himself is admitting with regard to tenure of his work i.e. 18.08.2012 to 01.04.2015. Now, as regards termination or retrenchment compensation is concerned, the workman had failed to produce any iota of evidence that how he has been terminated from the services. He is simply taking plea that he visited 19th July, 2015 and the management refused work to him whereas in the cross-examination he himself is admitting that he had worked from 18.08.2012 to 01.04.2015. So whole story of the workman he had worked upto 18.07.2015 is concocted one. No representation / application has ever been placed on record by the workman, to mark his attendance. Moreover, the workman himself is admitting in his cross-examination that he did not want reinstatement and he only wants full & final settlement of his service whereas the management had already stated in its written statement that on 05.04.2016 the workman came in the office and taken full & final settlement. So as per averments of the management nothing is due towards the workman and there is no evidence on the file that he has ever been terminated by the management and the workman himself is not interested for reinstatement and nothing is due towards the management. Hence, this is a case of no evidence. The onus was on the workman to prove his case by standing at his own legs but he utterly failed to prove that his services have been illegally terminated by the management. Accordingly, this issue is decided against the workman and in favour of the management.

RELIEF :

11. In the light of findings on the issue above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

The 18th November, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 15th December, 2021

No. 13/1/9294-HII(2)-2021/14756.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR (PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 55/2013, dated 11.11.2021 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PRESIDENT/SECRETARY OF THE CITCO PROGRESSIVE WORKERS UNION (REGD.)
THROUGH H.S. THAKUR, AUTHORIZED REPRESENTATIVE, CHAMBER NO. 105,
DISTRICT COURTS SECTOR 17, CHANDIGARH IN RESPECT OF SHRI RAJIV RASTOGI
(Workers' Union)

AND

1. ADMINISTRATOR -CUM- CHAIRMAN, CITCO, UT, CHANDIGARH.
2. MANAGER, CHANDIGARH INDUSTRIES & TOURISM DEVELOPMENT CORPORATION LIMITED, SCO NO. 121-122, SECTOR 17B, CHANDIGARH (Management).

referred to the said court by the Chandigarh Administration bearing Endorsement No. 13/1/9294-HII(2)-2013/15255, dated 21.08.2013.

AWARD

1. Below mentioned Reference bearing Endorsement No.13/1/9294-HII(2)-2013/15255 Dated 21.08.2013 received from the Secretary Labour, Chandigarh Administration is being disposed of :—

"Whether the demand raised in the demand notice dated Nil by The President/ Secretary of the CITCO Progressive Workers Union (Regd.) through H.S Thakur, Authorized Representative, Chamber No.105, Distirct Courts Sector 17, Chandigarh in respect of Sh. Sh. Rajiv Rastogi to 1) The Administrator-cum-Chairman, CITCO, U.T., Chandigarh. 2) The Manager, Chandigarh Industries & Tourism Development Corporation Limited, SCO 121-122, Sector 17-B, Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. The President / Secretary, CITCO Progressive Workers Union (*hereinafter called "workers' union"*) had served demand notice dated Nil in respect of Shri Rajiv Rastogi (*hereinafter called "workman"*) upon the Administrator-cum-Chairman, CITCO, Union Territory Chandigarh & Another (*hereinafter called "management"*) under Section 2-A of the Industrial Disputes Act, 1947 (*hereinafter called "ID Act"*). Upon notice, the workers' union appeared through its representative. Statement of claim was filed. Case of the workers' union in brief is that the workman was appointed as Senior Kitchen Stewarding Supervisor, Stop N Stare, CITCO, Chandigarh and was working in the restaurant of Baithak Kalagram, Chandigarh. He was charge sheeted by the Managing Director, CITCO vide memo No.Persnl/EA-II/20933 dated 22.09.2011 under Rule 8 of the Punjab Civil Services (Punishment & Appeal) Rules, 1970. The workman filed reply to the charge sheet but the same was not considered properly and the Inquiry Officer namely Shri H. R. Gangar, IAS (Retd.) was appointed vide office order No.Persnl/EA-II/221 dated 04.11.2011. The Inquiry Officer submitted a detailed report to the Managing Director, CITCO on 09.01.2012 and the said inquiry report is biased one as

the same was not according to the facts of the case and evidence adduced by the workman. No worker has stated the charges levelled in the charge sheet and the same was given on the basis of one sided inquiry which was pre-planned by the officers of the department as the workman along with other person made a complaint against the person who was holding the charge of Baithak Kalagram and the said complaint was got withdrawn from the workman under pressure by the officer and the workman was made a scapegoat in that complaint. In the inquiry the Inquiry Officer did not give the sufficient and reasonable opportunity to the workman to adduce the defence evidence by him as no date was given to produce the defence evidence by the Inquiry Officer. The Inquiry Officer was not a fair & honest person as he was approached by the officials of the office of the Managing Director and he gave the one sided inquiry against the workman. The witness produced by the management has not supported to the charges levelled in the charge sheet but the officers who made a false and ambiguous charges against the workman gave statement against the workman on the basis of vendetta nursed against the workman. The workman had earned so many appreciation letters from the office regarding the discharge of his duties from time to time. The workman was discharging his duties honestly and sincerely on each and every place, where he was posted by the Managing Director, CITCO from time to time at Chandigarh. The workman had only order for the chicken which was to be supplied in the Baithak Restaurant on 01.09.2011 at 6:00 P.M. as indent was sent for the same *vide* No.39143 dated 31.08.2011. The said raw chicken was received by Shri Anil Kumar Sharma - Assistant Storekeeper, Shri Ram Kumar - Security Guard and Shri Chander Singh - Commis-III at 1:00 P.M. on 01.09.2011 in the absence of the workman. The duty hours of the workman in question started at 3:25 P.M. and he was never told by the above said officials that the chicken has been received by them from the concerned supplier and he was told only about the chicken at 6:00 P.M. when he enquired about that whether they have received the chicken or not and he was told that the same has been supplied by the supplier at 1:00 P.M. on that day. It was not in the knowledge of the workman whether chicken received in question was in good condition or spoiled one received by the above said officials at 1:00 P.M. instead of 6:00 P.M. as ordered in the indent on 31.08.2011 and the refrigerator was not in working condition in which chicken was stored. PW1 has given verbal statement against the workman regarding the disobedience of his order given by him on 02.09.2011 as no order was given in writing or verbal to the workman by the said Incharge against the workman in question. The managing Director has passed order dated 01.03.2012 without considering the representation of the workman. Half of the chicken was used by the Amritsari cook which was called upon to prepare the food festival held from 02.09.2011 to 04.09.2011. The workman never ordered to get washed the spoiled chicken with vinegar, garlic paste for removal of bad smell of the said spoiled chicken to re-use for sale rather it was ordered by the cook in question who was called from the outside to prepare the same and he himself prepared the chicken in question without the asking of the workman and the workman never accepted the supply of the chicken in question from the supplier as held in the inquiry report as well as order passed by the Managing Director on 01.03.2012 on the grounds that the Inquiry Officer has not verified the supply of chicken on 01.09.2011 at 1:00 P.M. which was earlier ordered to supply the above said chicken at 6:00 P.M. on 01.09.2011 instead of 1:00 P.M. The chicken in question was received by Store Keeper instead of the complainant. The complainant has ordered for merination of chicken to the cook who was agreed to use the chicken to the cook which was confirmed by Chandan Singh - Com-III in his statement in the inquiry conducted at Baithak. The chicken was supplied 78 kilograms and this method was used by the Amritsari cook who had final authority to use the maximum chicken on the first day as it was all right on that day. The defreezer was not working properly and whole of the chicken was kept in fridge which was not meant for keeping the chicken at that time. The defreezer was not ordered to repair at that time thus the complainant tried his best to use the chicken at his best to save the chicken from deterioration. The chicken was received five hours earlier in the day time as originally ordered at 6:00 P.M. and whole of order was changed without the knowledge of the workman thus, the workman cannot be held responsible for deteriorating of the left chicken as held in the inquiry report. The chicken used by the cook was perfectly OK and 34 kilogram thrown up chicken has not been examined by the Doctor concerned as it was

deteriorated or not. The chicken was thrown up on the last day of the festival and it has not been explained in the inquiry report why it was kept in the ordinary fridge instead of defreezer which was not working for the last so many days and the complaint was lodged regarding its non-functioning but was not got repaired by the department. The workman cannot be blamed at all for deteriorating of the chicken as alleged in the inquiry report. The only person was responsible for the same to order for the supply of chicken at 1:00 P.M. instead of 6:00 P.M. on the date concerned. No witness has deposed against the workman regarding the deterioration of the chicken as alleged in the inquiry report. No cook can prepare the spoil chicken as it was not the responsibility of the workman. The Doctor concerned can only say whether thrown up chicken was spoiled one or not and it was the only argument of the official concerned who was inimical against the workman to punish him unnecessarily without his fault. The workman made an appeal to the Administrator-cum-Chairman, CITCO, Union Territory Chandigarh against punishment order and the said appeal was dismissed by on 11.06.2012 without any reason & giving detailed facts in the inquiry reports and evidence adduced by the department against the workman. Double punishment has been awarded to the workman as his one increment was stopped without cumulative effect and also cost of the spoiled chicken was also recovered from the workman as fully described in the punishment order passed by the Managing Director, CITCO on 01.03.2012. Ultimately, it is prayed that order of stoppage of one increment without cumulative effect and recovery of ₹4,140/- as cost of spoiled chicken be set aside.

3. The management contested the case of the workers' union and filed written statement raising preliminary objection that the present reference is not maintainable as the subject matter did not fall within the ambit of Section 2-A of the ID Act and the same falls under Section 2(k) of the ID Act. On merits, it is pleaded that the workman was working as Senior Kitchen Stewarding Supervisor, Stop N Stare, CITCO, Chandigarh the restaurant of Baithak Kalagram, Chandigarh and was charge sheeted for wilful insubordination, disobedience and the acts prejudicial to the best interest & reputation of the management by defying the orders of the seniors and taken extra interest for getting correction made in the bad chicken which indicate connivance and protection of the interests of the supplier and he tried to save himself from action on account of mishandling his case. The workman submitted his reply to the charge sheet which was found unsatisfactory. In order to ascertain the truth, the Inquiry Officer was appointed to conduct the inquiry who conducted the same in fair & proper manner and submitted his report to the Managing Director. The witnesses of the management were subjected to the cross-examination by the workman. The workman was also asked to produce his evidence. The Inquiry Officer had given his report after going through the statements of the witnesses and documents produced before him. No complaint against the Inquiry Officer was made either to the disciplinary authority nor during the course of inquiry proceedings that the Inquiry Officer has not conducted the inquiry in a fair & proper manner and the Inquiry Officer has given his findings which are biased. Action of the management is legal, just, proper and in accordance with the rules applicable to the workman and the punishment awarded to the workman is quite commensurate with the gravity of charges levelled against him. No double punishment has been awarded to the workman. Only punishment of stoppage of one increment without cumulative effect and recovery of loss caused to the management towards cost of spoiled chicken has been awarded to the workman. The workman had ordered for the chicken and the indent was issued by him, it was his responsibility to check the material received in the department but he did not bother to do the same with the result the spoiled chicken was received and also after the receipt of the spoiled chicken and inspection, he was asked by his senior to throw the spoiled chicken but in order to save himself and the supplier, he just washed the chicken with vinegar garlic paste to remove the bad smell so that the spoiled chicken may be re-used for sale. Order for throwing the spoiled chicken was given to the workman in the presence of DGM, Baithak Kalagram by the Senior Manager (F&B) of the management. The appeal filed by the workman to the Administrator-cum-Chairman, CITCO, Chandigarh against the order of disciplinary authority. The appellate authority after giving opportunity of personal hearing to the workman and after going through the facts & circumstances of the case, submissions

made by the applicant during the course of personal hearing and applying his mind dispassionately to the entire case did not find any new facts to alter / change the punishment awarded by the disciplinary authority and accordingly dismissed the appeal by passing a detailed and speaking order. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workers' union be dismissed.

4. The workers' union filed replication reiterating the averments of its case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by my learned Predecessor :—

1. Whether the demand raised in the demand notice dated Nil by the workers' union is genuine & justified, if so, to what effect and to what relief the workers' union / worker is entitled to, if any ? OPW
2. Whether the reference is not maintainable ? OPM
3. Relief.

5. Earlier in support of the case, the workers' union examined the workman as AW1. Thereafter none appeared on behalf of the workers' union. On the other hand, in *ex parte* evidence the management examined Shri Chander Mohan - Senior Assistant as MW1. Learned representative for the management closed the evidence.

6. Vide award dated 11.05.2018 the then Presiding Officer, Industrial Tribunal & Labour Court, Union Territory Chandigarh declined the reference and answered the same against the workers' union. Thereafter application for setting aside *ex parte* order filed, which was allowed vide order dated 30.01.2020. Accordingly, *ex parte* order dated 07.05.2018 passed against the workers' union and consequent award dated 11.05.2018 passed thereupon was set aside and the present reference was ordered to be restored at its original number.

7. The workers' union did not lead any fresh evidence except already led before proceedings *ex parte* and closed the evidence after cross-examination of witness. On the other hand, the management examined Smt. Seema Gupta - Senior Assistant as MW1. Learned representative for the management closed the evidence.

8. I have heard the learned representative for the workers' union and learned Law Officer for the management and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE No. 2 :

9. Learned representative for the workers' union has vehemently argued that issue with regard to maintainable has already been decided by learned Predecessor as the subject matter did not fall within the ambit of Section 2-A of the ID Act and the same falls under Section 2(k) of the ID Act. The demand notice dated Nil served by the workers' union, upon which the present reference has been sent to this Tribunal for adjudication, is with regard to challenging the punishment order passed against the workman. Perusal of the demand notice dated Nil raised by the workers' union reveals that the same has been raised under Section 2-A of the ID Act. Since it is the specific objection of the management that the demand notice served by the workers' union under Section 2-A of the ID Act is not maintainable as the subject matter of the demand notice does not fall under the ambit of Section 2-A of the ID Act. So it is relevant to reproduce Section 2(k) and 2-A of the ID Act, which are as under :—

"2(k) "industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which

is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;

2A. Dismissal, etc. of an individual workman to be deemed to be an industrial dispute

Where any employer discharges, dismisses, retrenches or otherwise terminates the service of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute."

Bare perusal of the above sections reveals that the Section 2(k) deals with employment, terms of employment, conditions of labour of the workman whereas Section 2-A only deals with industrial dispute with regard to discharges, dismissal, retrenchment or termination of the workman and the present claim of the workers' union is with regard to punishment inflicted upon the workman. Admittedly, *vide* impugned order only stoppage of increment of the workman and recovery of amount has been ordered so claim of the workman through workers' union under Section 2-A is not maintainable.

10. From the perusal of the aforesaid findings, I am of the considered view the matter with regard to maintainable has already been decided by the then Presiding Officer of this Tribunal / Court and after restoration of the case no fresh evidence has been led by the workers' union on the ground of maintainability. So this issue is decided in favour management and against the workers' union.

ISSUE No. 1 :

11. As while deciding the issue No.2 it has been held that the reference is not maintainable so there is no need to return findings with regard to issue No.1.

RELIEF :

12. In the light of findings on the issue No.2 above, this reference is declined and answered against the workers' union. Appropriate Government be informed. File be consigned to the record room.

The 11th November, 2021.

(Sd.) . . . ,
(ANSHUL BERRY),
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

Secretary Labour,
Chandigarh Administration.

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."